

**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** Ground Lease for Solid Waste Digester

**REQUESTED ACTION:** Staff recommends approval

☐ Work Session (Report Only)

**DATE OF MEETING:** 10/26/2010

☒ Regular Meeting

☐ Special Meeting

**CONTRACT:** ☒ N/A

Vendor/Entity: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Termination Date: \_\_\_\_\_

Managing Division / Dept: \_\_\_\_\_

Public Works/Solid Waste

**BUDGET IMPACT:** \$1,000 per month lease

☒ Annual

**FUNDING SOURCE:**

Public Works

☐ Capital

**EXPENDITURE ACCOUNT:**

☐ N/A

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**HISTORY/FACTS/ISSUES:**

A request was received by Randy Messer to allow the digester to remain at its current location while options are being reviewed to utilize the digester at its current location, move digester to new location or sell digester. The attached agreement will allow F.D.S. Disposal Inc. to keep the digester at its current location for a 6 month period. The County will be compensated \$1,000.00 per month during this process.

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## GROUND LEASE FOR SOLID WASTE DIGESTER

This Ground Lease for Solid Waste Digester (the "Lease") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between Sumter County, Florida, a subdivision of the State of Florida (the "Lessor") and F.D.S. Disposal Inc. ("Lessee")

**WHEREAS**, a Solid Waste Digester (the "Digester") owned by Lessee is currently located at Lessor's Solid Waste Facility in Lake Panasoffkee, Florida, and;

**WHEREAS**, Lessor and Lessee wish to outline terms for compensation to Lessor as a result of the presence of the Digester on Lessor's property.

**THEREFORE**, the parties hereto, being fully advised of the terms herein, and having been advised by legal counsel, do hereby agree to this writing and state the following:

1. That the "WHEREAS" recitals above are hereby acknowledged as true and accurate and are incorporated as if stated herein.
2. Term: The term of the Lease shall be six (6) months, commencing November 1, 2010 and terminating April 30, 2011.
3. Rent: Lessee shall pay Lessor One Thousand Dollars (\$1,000.00) per month for the entirety of the lease term for the privilege of keeping the Digester on Lessor's property. Payment shall be due on the first business day of each month of the term of the Lease.
4. Hold Harmless: Lessee agrees to hold Lessor harmless for all liabilities arising from the Digester and agrees to defend Lessor, and pay all legal fees for such defense, for any litigation related to or arising from the Digester.
5. Should Lessee be more than fifteen (15) calendar days late on any payment to Lessor, title to the Digester shall be vested in the name of Lessor.
6. Jurisdiction and venue for any litigation between Lessor and Lessee arising from this Lease shall only be in Sumter County, Florida

GLORIA HAYWARD,  
SUMTER COUNTY CLERK

SUMTER COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
DEPUTY CLERK

\_\_\_\_\_  
Honorable Doug Gilpin, Chairman  
Board of County Commissioners

WITNESSES

F.D.S. Disposal, Inc.

\_\_\_\_\_  
Randy Messer, its \_\_\_\_\_.

October 5, 2010

Bradley Arnold, County Administrator  
910 N. Main St. Suite 201  
Bushnell, FL 33513

Dear Brad

We have been working in conjunction with Peninsula Compost on the possibility of operating the digester at its current location. It is both parties intent to utilize this equipment for its best intended use so it is imperative that we explore all options prior to moving the equipment, due to the cost involved \$900,000. The BOCC has been extremely patient with our project, and has bent over backwards to help us in our goal to see this equipment utilized for its best intended purposes. The Boards patient with this project shows their sincere commitment to our environment. We sincerely hope we will have the opportunity to keep the digester in place, and help Sumter County in the creation of new green jobs, and help the BOCC achieve the states new recycling goals. In the event our proposal is unworkable, and we need to continue forward with our due diligence to find a suitable location to move the digester. I would like to request an additional extension, we would be favorable to leasing the ground the digester is on for a thousand dollars a month, till a suitable location can be secured, and the equipment removed.

In the current economy any entity whether public or private will struggle to make a commitment of this magnitude to relocate said equipment, making the outright sale of the equipment difficult, verse a partnership option. Please convey this request to the Board for their review, and consideration, your help in this matter is sincerely appreciated.

Respectfully,

Randy Messer